

OVERDRAFT NOTIFICATION APPLICATION
DELAWARE LAWYERS' RULE OF PROFESSIONAL CONDUCT 1.15A

The undersigned, being a duly authorized officer of the named financial institution and the person authorized to enter into this agreement, hereby applies to be approved as a depository for attorney trust or escrow funds, pursuant to Rule 1.15A of the Delaware Lawyers' Rules of Professional Conduct, as promulgated by the Delaware Supreme Court (hereinafter "Rule 1.15A"). Rule 1.15A requires that lawyers subject to the jurisdiction of the Delaware Supreme Court (each a "Delaware Lawyer") may deposit attorney trust or escrow funds only with financial institutions that agree to comply with the requirements set forth in Rule 1.15A. Any financial institution desiring to accept attorney trust or escrow funds must agree to comply with Rule 1.15A in order to be designated as an "Approved Rule 1.15A Financial Institution."

As consideration for approval as an "Approved Rule 1.15A Financial Institution," the undersigned financial institution hereby agrees to the following.

1. We shall file this agreement with the Lawyers' Fund for Client Protection ("LFCP") at the following address:

Lawyers' Fund for Client Protection
Attn: Ms. Carol Burg
820 N. French Street, 11th Floor
Wilmington, DE 19801

2. All accounts into which attorney trust or escrow funds are deposited shall be designated by a Delaware Lawyer either as a "Rule 1.15A Attorney Trust Account" or a "Rule 1.15A Attorney Escrow Account." This includes both new and existing accounts.

3. We shall report to the Office of Disciplinary Counsel in the event an electronic debit or any instrument in properly payable form is presented against a Rule 1.15A Attorney Trust Account or Rule 1.15A Attorney Escrow Account containing insufficient funds, irrespective of whether or not the debit or instrument is honored.

4. The report shall be sent to the following address:

Office of Disciplinary Counsel
820 N. French Street, 11th Floor
Wilmington, DE 19801

5. The report shall be identical to the overdraft notice or notice of dishonor (as the case may be) customarily forwarded to the depositor, and we shall not be required to send any additional accompanying documentation or correspondence. We shall send the report no later than seven (7) calendar days after such overdraft or dishonor occurs.

6. If an instrument (typically a check) is dishonored, we shall provide a copy of the dishonored instrument to the Office of Disciplinary Counsel no later than seven (7) calendar days following a request for the copy by the Office of Disciplinary Counsel. Similarly, if an attempted electronic debit is refused or returned, we shall produce a summary of such transaction no later than seven (7) calendar days following a request for such summary by the Office of Disciplinary Counsel.

7. In the case of instruments or electronic debits that are presented against insufficient funds, but which instruments or debits are honored, the report shall identify the financial institution, the attorney or law firm, the account number, the date of presentation for payment, and the date paid, as well as the amount of the overdraft created thereby.

8. This agreement shall apply to all of our branch offices.

9. This agreement may not be canceled except upon our giving thirty (30) days notice in writing to the Lawyers' Fund for Client Protection at the following address:

Lawyers' Fund for Client Protection
Attn: Ms. Carol Burg
820 N. French Street, 11th Floor
Wilmington, DE 19801

10. We may charge attorneys or law firms for the reasonable costs of producing the reports, check copies and records required by Rule 1.15A and may impose additional service charges on Attorney Trust Accounts and Attorney Escrow Accounts.

11. For purposes of this agreement, "properly payable" refers to an apparently authorized debit or an instrument which, if presented in the normal course of business, is in a form requiring payment under the laws of Delaware.

12. For purposes of this agreement, "notice of dishonor" refers to the notice which we are required to give, under the laws of Delaware, upon presentation of an instrument which we dishonor or a debit that is returned or that we refuse.

13. We shall not assume, nor be subject to, any liability for any failure to meet the obligations to be undertaken hereby, unless we have been grossly negligent or have engaged in willful misconduct. Further, this agreement is for the sole benefit of the Lawyers' Fund for Client Protection, and if we report in error, we assume no duty or liability to any attorney or law firm for making such error.

AGREED this _____ day of _____, 20 ____.

Financial Institution: _____

Street Address: _____

Name of Authorized Officer: _____

Title of Authorized Officer: _____

Signature of Authorized Officer: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20 ____
—.

Notary Public

This application is hereby accepted this _____ day of _____, 20____.

LAWYERS' FUND FOR CLIENT PROTECTION

(Authorized Officer)